

Vinmar's Standard Terms and Conditions of purchase are thereby incorporated in this contract.

PLAINTIFF'S EXHIBIT

VINO 00095





Vinmar International Ltd. 15800, Imperiel Valley Dr. Sulte # 498 Housian , TX 77060 Tet (201) 018 1300 PLASTICS: FAX: (261) 618-1358, EMAIL: ADMITED VINLAR COM CHEADCALS: EAX (281) 518-1390, EAAIL: CHELIQVINIAR COL

SELLER Tricon Energy Ltd. Houseon 77056

PO numbaridata 4529980 / Jul 24 2008

PRICE: USD \$1110.00 BER METRIC TON

TERMS OF FURCHASE: CFR, ONE SAFE HERTH ULSAN/TAIWAN AS PER INCOTERME 2000 AND ANY SUBSEQUENT AMENDMENTS

SHIPMENT PERIOD : NO LATER THAN SEPTEMBER 15TH, 2008

ORIGIN :

PAYMENT: L/C AT SIGHT.

MARITIME CONDITIONS: VESSEL : TEN 005

LOAD TIME FOR SELLERS: AS PER SELLER'S CHARTER PARTY
DEMURRAGE RATE: AS PER SELLER'S CHARTER PARTY
AS TIME STARTS COUNTING UPON VESSEL BERTHING OF APTER EXPIRATION OF 6 HOURS

FOLLOWING NOR WHICHEVER OCCURS FIRST THIS INCLUDES LOADING PROM ANY PUBLIC TERMINALS.

B. DOCUMENTS TO BE PROVIDED BY SELLER SUPPORTING THEIR CLAIM ARE: INVOICE, STATEMENT OF PACT, COPY OF NOR CALCULATION OF CLAIM. CORIES ARE ALLOWED.
C. TIME BAR TO BE 90 DAYS AFTER DATE OF VESSEL LOADING FOR PRESENTATION OF CLAIM TO BUYER.

D. FOR DEMURRAGE COLLECTION PURPOSES CLAIM IS SUBJECT TO LAWS AND ARBITRATIONS AS STATED BELOH. OTHER TERMS AS PER "ASBATANKVOY" CHARTER PARTY.

INSPECTION:

QUALITY: TO BE FINAL AND BASED ON SHORE TANK ANALYSIS AT LOAD PORT QUANTITY: TO BE FINAL AND BASED ON STATIC SHORE TANK MEASUREMENT AT LOAD. PORT. IF SHORE TANK IS NOT STATIC. THEN VESSELS ULLAGE FIGURES WILL BE USED TO DETERMINE QUANTITY.

QUALITY AND QUANTITY INSPECTION TO BE PERFORMED BY A MUTUALLY ACCEPTABLE INDEPENDENT SURVEYOR AT LOAD PORT.

LAW AND ARBITRATION: LAW OF THE STATE OF TEXAS, USA TO APPLY. ALL DISPUTES ARISING IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF CONCILIATION AND PREITRATION OF THE AMERICAN ARBITRATION ASSOCIATION BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE .SAID RULES.



Virtual's Standard Terms and Conditions of purchase are hereby incorporated in this contract.

Vinmar International Ltd. 16800, Imperial Valley Dr. Sulle \$ 483 Houston . TX 77000 Tel: (281) 618,1300 FLASTICS: FAX: (261) 618-1391, EMAIL: ADMINEVIMAR COM GRENICALS: FAX: (261) 618-1390, EMAIL: CHEMENIMAR COM

SELLER Tricon Energy Led. Houston 77056

PO numberkiele \$529980 / Jul 24 2008

STANDARD TERMS AND CONDITIONS: AS PER VINNAR STANDARD TERMS AND CONDITIONS OF PURCHASE ( AS PER ANDEXDRE-A ). THE TERMS AND CONDITIONS OF THIS CONTRACT ARE TO BE KEPT PRIVATE AND CONFIDENTIAL BY ALL PARTIES CONCERNED.

THIS PAX CONFIRMATION CONSTITUTES. THE ENTIRE CONTRACT AND REPRESENTS OUR INDERSTANDING OF THE TERMS AND CONDITIONS OF OUR ACREEMENT. ANY DISCREPANCIES OR OMMISSIONS SHOULD BE ENOUGHT TO OUR NOTICE BY EAK HITHIN THE NEXT IND WORKING DAYS. A COUNTER SIGNATURE BY SELLER IS NOT NECESSARY TO VALIDATE THIS CONTRACT.

FOR LOGISTICS AND PAYMENTS:

EDUARDO ANAYA TEL (281) 618 1352 FAX (281) 618 1390.

HE THANK YOU FOR THIS OPPORTUNITY TO DO BUSINESS WITH YOU.

SEST REGARDS

RICK WILSON

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